

8. **Dual Compensation.** If a grantee staff member or consultant is involved simultaneously in two or more projects supported by State or Federal funds, and compensation on either project is based upon percentage of time spent, he or she may not be compensated for more than 100 percent of his/her time during any part of the period of dual involvement.
9. **Contingent Fees.** No person, agency, or other organization may be employed or retained to solicit or secure a grant or contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this prohibition, the Department shall have the right to annul the grant without liability or, at its discretion, to deduct from the grant or otherwise recover the full amount of such commission, percentage brokerage or contingent fee, or to seek such other remedies as may be legally available.
10. **Use of Individual Consultants.** No project funds shall be used for the payment of fees to individual consultants without the written authorization of the Department. The procurement of individual consultant services must be justified and documented in accordance with the Administrative Instructions for Historic Preservation Project Accountability contained in Part II herein. In no case will consultant fees over and above regular salary be paid to employees of the grantee organization or of professional firms or organizations whose services have been properly procured by the grantee for the project. The grantee will not use any project funds to pay travel expenses of employees of the Florida Department of State or Federal government for lectures, attending program functions, or any other activities in connection with the project.
11. **Civil Rights Compliance.** The grantee will assure that the project is administered in conformance with the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended. Title VI of the Civil Rights Act of 1964 states that no person will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973 requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. The Age Discrimination Act of 1975 prohibits discrimination on the basis of age under any program or activity receiving Federal financial assistance. Every grantee is required to submit a Civil Rights Assurance of Compliance Form. No grant awards may be made without a Civil Rights Assurance of Compliance Form on file.
12. **Discrimination in Employment Prohibited.** In all hiring or employment in connection with the project, each employer (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, age, or national origin. In addition, no qualified person shall, on the basis of disability, be subject to discrimination in employment in the grant assisted project. These requirements apply to, but are not limited to, the following: employment, promotion, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The grantee and its consultants or contractors will comply with all applicable statutes and Executive Orders on equal employment opportunity and grant awards will be governed by the provisions of all such statutes and Executive Orders, including enforcement provisions.
13. **Religious Institutions.** If the project involves a church or church related organization or property, the grantee will assure that neither the execution of nor the public benefit resulting from the project require involvement or participation in religious services or activities.
14. **Political Activities.** No expenditure of project funds may be made for the use of equipment or premises for political purposes, sponsoring or conduction of candidate's meeting(s),

engaging in voter registration or voter transportation activity, or other partisan political activities.

15. **Hatch Act.** No officer or employee of the State whose principal employment is in connection with any activity which is financed in whole or in part with grant assistance shall take part in any of the political activity proscribed in the Hatch Political Activity Act, 5 USC 1501 et. seq., as amended, with its stated exceptions.
16. **Lobbying Activity.** No part of the project funds shall be used, either directly or indirectly, to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress or the State Legislature, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress or the State Legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation, as proscribed in 18 USC 1913.
17. **Safety Precautions and Liability.** The Department assumes no responsibility with respect to accidents, illness, or claims arising out of any work performed under a grant supported project. The grantee is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970 (see 20 CFR 1910).
18. **Federally Funded Project Audit Requirements.** Non-Federal entities that expend \$300,000 or more a year in Federal awards must have a single or program-specific audit conducted in accordance with OMB Circular A-133.
19. **Reports, Records, and Inspections.** The grantee will submit financial, program progress, evaluation, and other reports as required by the Department and will maintain such property, personnel, financial, and other records and accounts as are deemed necessary by the Department to assure proper accounting for all program funds. The grantee, its consultants and contractors will permit on-site inspections by Department representatives and will effectively require employees to furnish such information as, in the judgment of the Department representatives, may be relevant to a question on compliance with grant conditions and the effectiveness, legality, and achievements of the program.
20. **Examination of Records.** The Secretary of State of the State of Florida and the State Auditor General, or any of their duly authorized representatives, shall have access for the purpose of financial or programmatic audit and examination to any books, documents, papers, and records of the grantee that are pertinent to the grant at all reasonable times during a period of five years following completion of the project, or until all claims or audit findings have been resolved.
21. **Disclosure of Information.** The grant award agreement may be canceled by the Department without prior notices for refusal by the grantee to allow public access to all

documents, papers, letters or other material relating to the project, in accordance with the provisions of Chapter 119, Florida Statutes, and with the Freedom of Information Act, 5 USC 552.

22. Rights to Data and Copyrights.

- b. When publications, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

23. Compliance with Environmental Protection Laws and Regulations. No project funds shall be used for project work involving ground disturbance, modification of land use patterns, new construction, or other known or potential alteration of the natural environment that does not conform to State and Federal laws and regulations relating to protection of the natural environment, including but not limited to the National Environmental Policy Act of 1969, as amended, 42 USC 4321 et. seq., establishing national policy goals and objectives for protecting and enhancing the environment.

24. Energy Conservation. The grantee shall promote energy conservation and utilize to the maximum extent practicable the most energy efficient equipment, materials, construction methods, and operating procedures available in the accomplishment of project work.

25. Convict Labor. The grantee or its contractors may utilize the labor of State prisoners in authorized work release, parole or probation programs in the accomplishment of work. In accordance with Executive Order 11755, no person undergoing a sentence of imprisonment at hard labor shall be employed on grant assisted project work.

26. Minority Businesses. The grantee shall encourage greater economic opportunity for minority business enterprises, as defined in Chapter 288.703, Florida Statutes, in accomplishment of project work. To the maximum extent possible, the grantee and its consultants or contractors will take affirmative steps to assure that minority businesses are used as sources of supplies, equipment, construction, and services. Affirmative steps shall include but not necessarily be limited to the following:

- (1) inclusion of qualified minority businesses on solicitation lists;
- (2) the assurance minority businesses are solicited whenever they are identified as potential sources;
- (3) the division of total requirements, when economically feasible, into small tasks; or quantities to permit maximum participation of minority businesses;
- (4) the establishment of reasonable delivery schedules when feasible, so as to encourage participation by minority businesses; and
- (5) utilization of the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

B. Special Conditions Applicable to Acquisition and Development Projects. The following special conditions apply to grant assisted projects involving the acquisition, preservation, protection, restoration, rehabilitation, stabilization, or construction of a site, building, structure, or object.

1. **Accessibility for the Disabled.** The grantee shall ensure that the grant assisted property meets the requirements of the Americans with Disabilities Act, Public Law 101-336; Section 25.21, Florida Statutes; and Part V, Chapter 553, Florida Statutes regarding accessibility for the disabled. Specifications for project work must conform with the "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped" published by the American National Standards Institute and The Secretary of the Interior's Standards for Rehabilitation.
2. **Project Signs.** When grant assistance is provided for acquisition or development work, a project identification sign will be displayed in a prominent location at the project site while project work is in process. The sign must be a minimum of eight (8) square feet in size (usually 2x4 feet), be constructed of plywood or other durable material, and identify the project and source of grant support. Any variation in the above specifications must be approved by the Department. The sign wording shall contain acknowledgment of grant assistance:

"THIS PROJECT HAS BEEN FINANCED IN PART WITH HISTORIC PRESERVATION GRANT ASSISTANCE PROVIDED BY THE BUREAU OF HISTORIC PRESERVATION, DIVISION OF HISTORICAL RESOURCES, FLORIDA DEPARTMENT OF STATE, ASSISTED BY THE HISTORIC PRESERVATION ADVISORY COUNCIL."

The costs of preparation and erection of the project identification sign are allowable project costs; routine maintenance costs of signs are not allowable.

PART II

Administrative Instructions for Historic Preservation Project Accountability

These instructions are intended to assist historic preservation grant recipients in meeting the accounting and public benefit requirements of the historic preservation grants-in-aid programs administered by the Department.

Grantee Administrative Records and Reports

Grantees are responsible for maintaining financial records and project progress reports as outlined below. These records and reports shall be retained for a period of five (5) years following completion of the project, or until such time as any litigation, claims, or audit questions arising from examination or audit initiated prior to expiration of the five year period are finally resolved.

All grantee project records and reports are subject to public disclosure under the provisions of Chapter 119, Florida Statutes, and the Freedom of Information Act, 5 USC 552.

A. Financial Records. Financial records must be adequate to account for the receipt and expenditures of all project funds, and to demonstrate compliance with required procedures. Grantee financial records are subject to audit by State auditors. Inadequate, incomplete or incorrect project financial records may result in ineligibility for grant assistance. Financial records shall include, but are not limited to:

1. **Documentation of Project Funds.** Project funds include the total amount of cash and in-kind values available to defray the direct costs of the project. They consist of the grant assistance share provided by the Department plus the local matching share provided by the grantee.
 - a. **Grant Assistance Share.** Grant assistance is authorized to pay a percentage of allowable project costs, within the dollar limits of the grant, as specified in the grant award agreement. Grantee financial records shall include complete documentation pertaining to the application for grant assistance, the award of the grant, the grant award agreement, and the receipt and deposition of grant funds.
 - b. **Local Matching Share.** Local matching share may be provided in the form of cash expenditures or the value of materials and services donated in-kind for use in the direct accomplishment of authorized project work. Matching share may be derived from any other sources available to the grantee, with the exception that funds from other Federal funding programs cannot be used to match grant assistance funds derived from the Federal Historic Preservation Fund apportionment to the State of Florida. (This restriction does not apply to Community Development Block Grants, Urban Development Action Grants, or Revenue Sharing Funds).
 - (1) Grantee financial records shall clearly identify the source, amount, and date of receipt of all cash funds and donated values applied to the project. Receipts shall be recorded as they occur.
 - (2) Donated services shall be valued at the Federal minimum wage rate, unless the services donated are those normally provided by the donor in his or her profession or trade, in which case they may be valued at rates consistent with those paid for similar work in the local labor market area.
 - (3) Donated materials shall be valued at the donors cost or the fair market value at the time of donation, whichever is less.

2. **How to Obtain Goods and Services (Documentation of Procurement Procedures).** Be sure that your organization provides maximum free competition when procuring goods and services related to your grant assisted project. Every effort must be made to use small business firms, minority owned firms, women's business enterprises, and labor surplus areas.

With the one exception noted below, the grantee must obtain goods and services by using one of the following methods:

- a. **Small Purchase Procedures.** Goods and services may be procured by purchase order, acceptance of vendor proposals, or other appropriate procurement document, provided that:

- (1) you request cost quotes or proposals from three or more vendors; and
- (2) you are provided with an adequate description of the goods and services available.

- b. **Competitive Negotiation.** Professional services may be procured by competitive negotiation procedures in the following manner:

- (1) Request proposals from three or more competitors;
- (2) Evaluate and rank their qualifications; and
- (3) Select the most qualified competitor, ensuring fair and reasonable competition.

Be sure that you have also done the following:

- (a) Publicized the request through notices in local newspapers or trade journals, in addition to individual solicitations; and
- (b) Identified all significant evaluation factors and their relative importance in the request for proposal.

- c. **Competitive Sealed Bids.** Contracts for the procurement of goods and services may be let on the basis of sealed bids solicited through formal advertisement in newspaper of local or area circulation. Be sure to include the following items in your advertisement:

- (1) Notice of the time and place of public bid opening;
- (2) Instructions on how to obtain detailed bid documents or procurement specifications; and
- (3) A statement that public funds are involved.

- d. **Exception.** The following method must be used by departments or agencies of the state; and by units of county, municipal or other local government:

Professional architectural, engineering, landscape architectural, or land surveying and mapping services must always be selected through competitive negotiation procedures as stipulated in the "Consultants' Competitive Negotiation Act", Section 287.055, Florida Statutes.

- e. **Qualification of Contractors.** It is essential that the project be supervised and carried out by personnel possessing training and experience appropriate to the nature

of the project. Grantees shall require, as a part of the bid or proposal package submitted by prospective contractors, documentation of the professional qualifications of the key personnel to be employed. Such documentation shall include, but not be limited to:

- (1) resumes of academic training and employment in the applicable field;
- (2) evidence of possession of required licenses or business permits; and
- (3) evidence of any previous experience in projects of a similar nature.

f. **Contract Provisions.** In addition to provisions defining a sound and complete procurement contract, any grantee shall ensure that the following contract provisions or conditions are included in all procurement contracts and subcontracts relating to the project:

- (1) Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- (2) All contracts shall contain suitable provisions for termination by the grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- (3) All contracts and subcontracts awarded by the grantee and its primary contractors shall assure equal employment opportunity.
- (4) All contracts (except those awarded by small purchases procedures) awarded by grantees shall include a provision to the effect that the grantee, the Department, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcription. Grantees shall require contractors to maintain all required records for five years after grantees make final payments and all other pending matters are closed.
- (5) All contracts involving construction work shall include provision for compliance with the Copeland "Anti-Kickback" Act, 18 USC 874, as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.
- (6) All contracts involving the research, preparation, and publication of data shall include notice of the conditions relating to copyrights contained in paragraph I.A.22. on page 6 of this document.

g. **Contract Pricing**

- (1) Procurement by small purchase procedures or competitive negotiation methods may be priced on either a fixed-fee or cost reimbursable basis.

- (2) Procurement by the competitive sealed bid method shall be priced on a firm-fixed-fee basis.
 - (3) Procurement based on cost-plus-percentage-of-cost or percentage-of-construction-cost contracts shall not be included in determining allowable project costs.
 - h. **Documentation to be Submitted to the Department.** The grantee shall submit the following items to the Department as evidence or compliance with procurement procedures prior to the execution of any contract for project work:
 - (1) copies of the solicitation for proposals or invitation to bid and all applicable bid documents, including construction plans and specifications if required - to be submitted upon distribution or publication;
 - (2) a summary of proposals or bids received and the basis for contractor selection - to be submitted upon completion of the selection process; and
 - (3) a copy of the final contract - to be submitted for review and approval by the Department prior to final execution by the grantee.
- 3. **Documentation of Project Costs.** The grantee shall submit a Project Progress and Expenditure Report for every reporting period of the grant.
 - a. **Determination of Allowable Project Costs.** The total project cost submitted by the grantee might contain expenditures that are not allowable in determining the eligible costs in accordance with the grant award agreement. The Department will review each Expenditure Report, and make its determination of the eligible costs on the basis of the following criteria:
 - (1) Allowable project costs shall include:
 - (a) costs incurred by contract for procurement of goods and services approved by the Department;
 - (b) costs incurred by properly documented small purchase procedures;
 - (c) costs incurred by the grantee for the following items applied directly to authorized project work:
 - i. accounting: the cost of establishing, maintaining, and auditing financial accounts;
 - ii. communications: specific charges for telephone, telegraph, or other communications services;
 - iii. employee salaries and benefits;
 - iv. materials and supplies;
 - v. procurement services: the cost of advertising, solicitation, processing, and administration of procurement contracts;
 - vi. reproduction: the cost of limited reproduction of reports, forms, and project documents;

vii. travel: the costs of travel, lodging and subsistence at rates not exceeding commercial coach fares or current mileage and per diem rates allowed by the State, only after obtaining written approval from the Department.

(d) the properly documented value of donated services and materials.

(2) Costs not allowable shall include:

- (a) project costs incurred outside the project period;
- (b) costs of goods and services not procured in accordance with required procurement procedures;
- (c) costs or value of donations not properly documented as described below;
- (d) costs incurred by the grantee other than those specified in the authorized project work, or not directly related to the project; and
- (e) indirect costs incurred for common or joint activities of the grantee.

b. **State Funded Projects-Dokumentation of Grantee Cash Expenditures.** Grantees shall provide a detailed listing of each expenditure in the Expenditure Report, which is to be submitted at the end of each quarter within the grant period and contains the following information:

- (1) check number; or if a cash expenditure, a copy of the receipt must be submitted;
- (2) check date or date of cash expenditure; expenditures overlapping the grant period must be prorated; and
- (3) the purpose of each expenditure; stated clearly and in sufficient detail for the Department to determine if the expenditure is allowable;

Unless requested by the Department, detailed backup documentation does not need to accompany the Quarterly Expenditure Report.

c. **State Funded Projects-Dokumentation of Donated Values.** The value of donated materials and volunteer services is not eligible for grant funds, but is allowable in determining the grantee matching share. Documentation of donations shall include lists of individuals donating services or materials, indicating the total hours of volunteer services donated in the accomplishment of authorized project work and the type and fair value of the donated materials.

d. **Federally Funded Projects-Dokumentation of Grantee Cash Expenditures.** In addition to providing a detailed listing of each expenditure in the Expenditure Report, grantees receiving Federal grant assistance must also submit the following documentation as applicable:

- (1) copies of contractors' invoices itemizing the materials delivered, services rendered, and work items completed;
- (2) an original signed and dated receipt from the contractor/supplier showing the date payment was received and the amount received along with a copy of the check or copies of the front and back of the canceled checks;

- (3) copies of in-kind (salary) services forms indicating the dates and hours devoted to authorized project work signed by both the employee and the supervisor; and
 - (4) copies of payroll registers for all pay periods claimed for each employee or the front and back of canceled checks for all pay periods claimed for each employee.
- e. **Federally Funded Projects-Documentation of Donated Values.** As with State funded grant projects, the value of donated materials and volunteer services is not eligible for grant funds, but is allowable in determining the grantee matching share. In addition to providing a listing of donated materials and services in the Expenditure Report, grantees receiving Federal grant assistance must also submit the following documentation as applicable:
- (1) copies of donated materials forms indicating the materials donated and their value signed by both the donor and the project supervisor; and
 - (2) copies of donated services forms indicating the dates and hours devoted to authorized project work signed by both the volunteer and the project supervisor.
4. **Transfer of Grant Funds.** Grant funds shall be transferred to the grantee in four quarterly payments. Payment for the first quarter shall be transferred upon receipt by the Department of the grantee's first Progress and Expenditure Report. Grant funds for the second quarter will be sent to the grantee upon receipt of a second Progress and Expenditure Report. The third quarter payment shall be transferred upon receipt of the third Progress and Expenditure Report. The final quarterly payment will be transferred to the grantee upon completion of the grant project and submission and review of a properly documented Final Project Progress and Expenditure Report, and a determination by the Department that the grantee has complied with all terms of the grant award agreement. The fourth quarterly payment cannot be transferred to the grantee prior to the fourth quarter.

For state agencies and state institutions of higher education, grant funds may be transferred on a reimbursement rather than advanced payment basis. Journal Transfers will be processed upon receipt by the Department of an invoice for the amount requested for reimbursement (50% of the allowable project costs incurred during this billing period), and a completed Request for Journal Transfer form.

- a. **Incremental Payments:** The total of grant funds transferred to the grantee in response to requests for incremental payments prior to final completion of the project work shall not exceed seventy-five percent of the amount reserved for the project as stated in the grant award agreement.
 - b. **Final Payment:** The total of grant funds transferred to the grantee following final project completion, including all funds previously transferred in incremental payments, shall not exceed the amount of the grantee's actual cash expenditures in payment of allowable project costs.
- B. **Project Progress and Completion Reports.** A Project Progress Report is required for all grant assisted projects, regardless of the type of work involved:
- 1. **Project Progress Report.** To be submitted at the end of each quarter within the grant period. It should be submitted in conjunction with the Expenditure Report. This report shall include:

- a. include a schedule of the anticipated completion of major project work elements and final completion of the project;
 - b. a brief description of work accomplished in the previous three months;
 - c. a description of any unusual problems or conditions encountered or any unusual methods, materials, or techniques employed;
 - d. copies of required documents (contracts, press releases, etc.) as applicable; and
 - e. photographic documentation of construction work in-progress or completed work may be included.
2. **Final Project Progress Report.** To be submitted within 30 days of completion of all project work in conjunction with the Final Expenditure Report. In addition to the above information, this report shall also include:
- a. a description and explanation of any variations between the planned project work and that actually accomplished;
 - b. a description and explanation of any significant differences between the planned project budget and the actual project costs;
 - c. photographic documentation of completed construction work; and
 - d. required audit documents.
- C. **Reports Required for Survey Projects.** In addition to the reports described in B. above, the following reports are required for historic and archaeological survey projects:
1. **Final Survey Report.** To be submitted in a draft form no later than forty-five (45) days prior to the end of the grant period and as the final product at the conclusion of the project period. Archaeological Survey Reports shall comply with the "Archaeological Report Standards and Guidelines," Rule 1A-46, Florida Administrative Code. **This report shall include in the following order:**
- a. a title page indicating the name of the project, the name of the author, and the date of the report;
 - b. an acknowledgments page citing the sources of funding and other significant assistance; disclaimer, and civil rights statement (civil rights statement applies to Federally funded projects only);
 - c. an introduction describing the origin and objectives of the project;
 - d. a description of the survey area or theme, accompanied by a Florida Department of Transportation county highway map or USGS topographic map outlining or highlighting the survey area with identified sites plotted on a legible map of appropriate scale;
 - e. a summary of all past field surveys in the survey area of the current project and their major findings relevant to the current survey;
 - f. a description of the field survey, including the specific methodology employed to identify sites, to locate their boundaries, and to evaluate them;

- g. a summary and chronological narrative of the significant historical events or developments related to the project area or theme;
 - h. identification of individuals and organizations that played significant parts in those events and/or developments;
 - i. a final list of all previously identified sites located within the survey area, including the Florida Site File Number and Survey Record Number;
 - j. a final list of all newly identified sites within the survey area, including the Florida Site File Number and Survey Record Number;
 - k. conclusions and recommendations as to the significance of resources identified according to **National Register of Historic Places** criteria, local designation criteria (where applicable); and future survey, planning, and preservation action; and
 - l. a list of bibliographic sources and other appropriate supplemental material.
- 2. **Survey Log Sheet.** To be submitted with the Final Survey Report. The Survey Log Sheet form shall be provided to the grantee by the Department, and shall be completed as specified in Attachment B.
 - 3. **Florida Site File forms.** To be submitted with the Final Survey Report for all sites recorded during the survey. These forms shall be completed as specified in Attachment B.
- D. **Reports Required for Community Education Projects and Preservation Planning Projects.** In addition to the reports described in B. above, a draft of the final product will be submitted to the Department no later than forty-five days (45) prior to the end of the grant period; supplemental reports or drafts of the final product may be required to be submitted for community education and preservation planning projects depending on the nature and scope of the individual project.

ATTACHMENT B

HISTORIC PRESERVATION GRANT-IN-AID PROJECTS REQUIRED DOCUMENTS FOR SURVEY PROJECTS

Historical and archaeological survey projects funded with historic preservation grant-in-aid assistance require the submission of a Final Survey Report, Survey Log Sheet, and Florida Master Site File forms. This detailed historical information will be kept in the Florida Master Site File for use by state agencies, corporations, scientists, historians, and the general public. The Florida Master Site File is the statewide archive for historical and archaeological site information which is maintained by the Division of Historical Resources.

For all survey projects, a Survey Log Sheet must accompany the Final Survey Report. If standing structures are recorded, a Historical Structure Form must be completed for each structure. If archaeological sites are recorded, an Archaeological Site Form must be completed for each site. Separate forms for Historical Cemeteries, Historical Bridges, Underwater Archaeological Sites, and Shipwrecks are also available for those resources. Copies of the Survey Log Sheet and Site File Forms, as well as guides to completing the forms, are available free of charge from the Florida Master Site File. All of these documents, once completed, are to be sent to the Grants and Education Section as final products of the grant project. After a review for completeness and sufficiency, the Grants and Education Section will forward them to the Florida Master Site File.

For all but the smallest survey projects (those documenting a total of 35 or fewer cultural resources), the Division of Historical Resources is requiring the use of the electronic data entry program *SmartForm*. *SmartForm* is user-friendly, running on IBM-PC compatible computers of at least the 486 class (including 80486, Pentium, and Pentium Pro), and printing with most combinations of printer and recent word processor. The *SmartForm* package is free of charge from the Florida Master Site File, and includes (1) a diskette with *SmartForm* program, an installation program, example electronic forms, and *SmartForm* manual ready to be printed; (2) and an optional paper copy of the manual.

A package of documents relating to survey projects is also available free of charge from the Florida Master Site File. These include general guidelines for Site File users, guidelines for packaging documents produced by survey projects in order to send them to the Site File, and a form requesting assignment and confirmation of Site File numbers.

For information, contact the Florida Master Site File by one of the means below. Several of the Site File forms and documents are also available on the World Wide Web and can be downloaded as a Microsoft Word for Windows file.

Contact Information for the Florida Master Site File

| | |
|----------------------------------|---|
| Florida Master Site File | Telephone: (850) 487-2299 |
| Division of Historical Resources | State SunCom: 277-2299 |
| R.A. Gray Building | Fax Line: (850) 921-0372 |
| 500 South Bronough Street | Web Site: http://www.dos.state.fl.us/dhr/msf |
| Tallahassee, Florida 32399-0250 | |

Requirements for Archaeological and Historical Survey Submissions to Florida Master Site File

A Survey log Sheet and USGS map depicting the project area must be included with all submittals to the Florida Master Site File.

| <p style="text-align: center;"><i>Paper Form</i> (Under 35 sites)</p> | <p style="text-align: center;"><i>SmartForm</i></p> |
|--|---|
| <p>New Site:</p> <ol style="list-style-type: none"> 1. Survey Log sheet w/ site plotted on USGS map 2. Numbered file folder with: <ul style="list-style-type: none"> Site file form USGS site map Black & white photo Detailed site plan, <i>for archaeological site</i> <p>If Historic Structure, a street map must be included in file folder.</p> | <p>New Site:</p> <ul style="list-style-type: none"> dbf format (Disk) Numbered file folder with: <ul style="list-style-type: none"> USGS site map Black & white photo Detailed site plan, <i>for archaeological site</i> <p>If Historic Structure, a street map must be included in file folder.</p> |
| <p>Updated Site:</p> <ul style="list-style-type: none"> Site file form Black & white photo USGS site map Detailed site plan, <i>for archaeological site</i> <p>If Historic Structure, a street map must be included in file folder.</p> | <p>Updated Site:</p> <ul style="list-style-type: none"> Black & white photo USGS site map Detailed site plan, <i>for archaeological site</i> <p>If Historic Structure, a street map must be included in file folder.</p> |

Please contact the Florida Master Site File, (850) 245-6440, if additional forms, such as: Historical Bridge Forms, Historical Cemetery Forms or Resource Group Forms, are needed.

Requirements for National Register Nominations differ from those of the Florida Master Site File. Please contact the Survey and Registration Section of the Bureau of Historical Resources, Department of State, for those requirements.

The Final Survey Report is to be submitted in draft form no later than forty-five days prior to the end of the grant award period and as a final product at the end of the grant award period. Archaeological Survey Reports shall comply with the "Archaeological Report Standards and Guidelines," Rule 1A-46, Florida Administrative Code. The report shall include in the following order:

- _____ a title page indicating the name of the project, the name of the author, and the date of the report;
- _____ an acknowledgments page citing the sources of funding and other significant assistance; disclaimer, and civil rights statement (civil rights statement applies to Federally funded projects only);
- _____ an introduction describing the origin and objectives of the project;
- _____ a description of the survey area or theme, accompanied by a Florida Department of Transportation county highway map or USGS topographic map outlining or highlighting the survey area with identified sites plotted on a **legible** map of appropriate scale;
- _____ a summary of all past field surveys in the survey area of the current project and the **major findings** relevant to the current survey;
- _____ a description of the field survey; including the specific methodology employed to identify sites, to locate their boundaries, and to evaluate them;
- _____ a summary and chronological narrative of the significant historical events or developments related to the project area or theme;
- _____ identification of individuals and organizations that played significant parts in those events and/or developments;
- _____ a final list of all previously identified sites located within the survey area, including the Florida Site File Number and Survey Record Number;
- _____ a final list of all newly identified sites within the survey area, including the Florida Site File Number and Survey Record Number;
- _____ conclusions and recommendations as to the significance of resources identified according to National **Register of Historic Places** criteria, local designation criteria (where applicable); and future survey, planning, and preservation action; and
- _____ a list of bibliographic sources and other appropriate supplemental material.



**Florida Master Site File
Version 2.0 9/97**

Survey # (FMSF only)

Identification and Bibliographic Information

Survey Project (Name and project phase) _____

Report Title (exactly as on title page) _____

Report Author(s) (as on title page—individual or corporate; last names first) _____

Publication Date (year) _____ Total Number of Pages in Report (Count text, figures, tables, not site forms) _____

Publication Information (If relevant, series and no. in series, publisher, and city. For article or chapter, cite page numbers. Use the style of *American Antiquity*; see *Guide to the Survey Log Sheet*.)

Supervisor(s) of Fieldwork (whether or not the same as author[s]; last name first) _____

Affiliation of Fieldworkers (organization, city) _____

Key Words/Phrases (Don't use the county, or common words like *archaeology, structure, survey, architecture*. Put the most important first. Limit each word or phrase to 25 characters.)

Survey Sponsors (corporation, government unit, or person who is directly paying for fieldwork)

Name _____

Address/Phone _____

Recorder of *Log Sheet* _____ Date *Log Sheet* Completed ____/____/____

Is this survey or project a continuation of a previous project? ☐ No ☐ Yes: Previous survey #(s) [FMSF only]

Mapping

Counties (List each one in which field survey was done - do not abbreviate; use supplement sheet if necessary) _____

USGS 1:24,000 Map(s) : Map Name/Date of Latest Revision (use supplement sheet if necessary): _____

Description of Survey Area

Dates for Fieldwork: Start / / End / / Total Area Surveyed (fill in one) hectares acres

Number of Distinct Tracts or Areas Surveyed _____

If Corridor (fill in one for each): **Width** _____ meters _____ feet **Length** _____ kilometers _____ miles

ADDENDUM TO GRANT AWARD AGREEMENT NUMBER S3075

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department of Banking and Finance (Comptroller)
<http://www.dbf.state.fl.us/>

Federal Office of Management and Budget Circulars Index
<http://www.whitehouse.gov/OMB/grants/index.html#circulares>

Governor's Office Initiatives, Florida Single Audit Act
<http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Division of Historical Resources
Bureau of Historic Preservation
Grants and Education Section
500 South Bronough Street
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Division of Historical Resources
Bureau of Historic Preservation
Grants and Education Section
500 South Bronough Street
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Division of Historical Resources
Bureau of Historic Preservation
Grants and Education Section
500 South Bronough Street
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, Comptroller, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program National Park Service, U.S. Department of the Interior, Historic Preservation Fund Grants-In-Aid, CFDA # 15-904, \$0.00.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in OMB Circular A-133.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project Florida Department of State, Acquisition/Restoration of Historic Properties, CSFA Number 45.031 \$13,125.00 (thirteen thousand one hundred twenty five dollars).

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in the Compliance Supplement to CSFA Number 45.031.

The Grantee has read this Addendum to the Grant Award Agreement and has affixed their signature:

MONROE COUNTY

Signature of Authorized Official

Typed Name and Title of Authorized Official